

Prepared by and return to:

Bobby H. Glenn
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

Clay Electric Property No.:

Tax Parcel Number:
16-06-26-015536-000-00

RIGHT-OF-WAY EASEMENT
Clay Electric Cooperative, Inc.

Space above for recording data

GRANTORS, (whether singular or plural) THE SCHOOL BOARD OF CLAY COUNTY,

FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

whose mailing address is 900 WALNUT STREET

City Green Cove Springs State Florida Zip Code 32043

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P.O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the Cooperative', its successors and assigns, a perpetual easement as described feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Clay, State of Florida, more particularly described as follows:

Non-exclusive easement fifteen (15) feet in width being parallel with, adjacent to and lying South of the South right of way line of State Road No. 16 over, under, upon and across the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 16, Township 6 South, Range 26 East, Clay County, Florida.

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this day of , 2011

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

First,
Witness Signature: _____
Also,
Type/Print Name: _____

By: _____ (seal)
Type/Print Name FRANK FARRELL, CHAIRMAN
and Title: _____

Second,
Witness Signature: _____
Also,
Type/Print Name: _____

Attest: _____ (seal)
Type/Print Name BEN WORTHAM, SUPERINTENDENT
and Title: _____

STATE OF _____
COUNTY OF _____

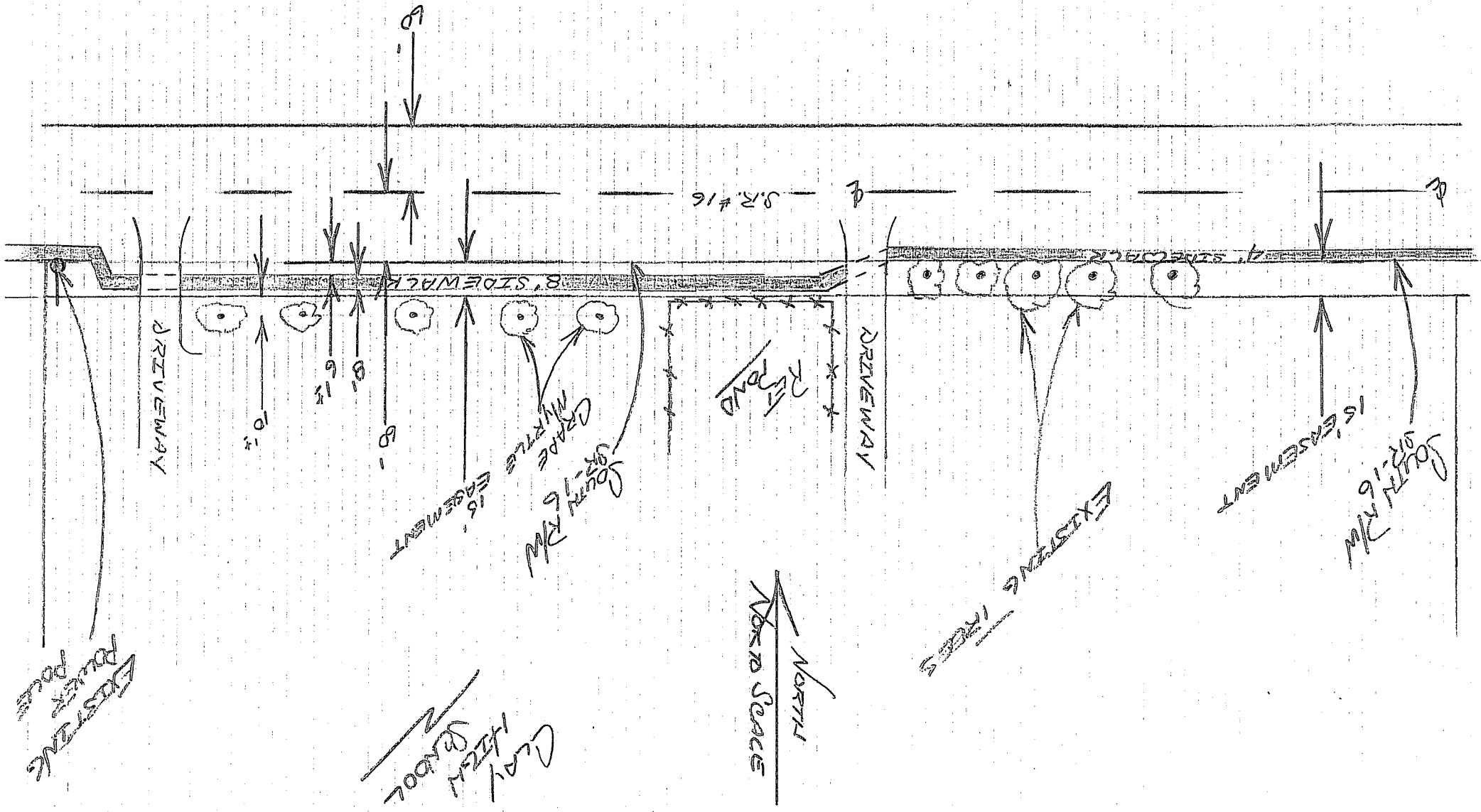
The foregoing instrument was acknowledged before me this _____ day of _____, 2011

By FRANK FARRELL, CHAIRMAN AND BEN WORTHAM, SUPERINTENDENT of THE SCHOOL BOARD OF CLAY COUNTY FLORIDA
(Name of officer, partner or agent, and title, one or more) (Name of corporation or partnership acknowledging)

a _____, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

(Type of identification) _____ (Signature): _____ Notary Public
Also, Type/Print Name: _____

(Notary Seal) Commission Expires: _____ Commission No. _____



EXISTING POWER POLES

DRIVEWAY

CLAY HILL SCHOOL

15' EASEMENT

GRADE IMPROVEMENT

S.R.#16

DRIVEWAY

NORTH SPACE

DRIVEWAY

EXISTING TREES

15' EASEMENT

SOUTH ROW S.R.#16

NORTH